*Commissioner for Patents*
*March 3, 2008*
*Page 4 of 8*

*Serial No. 10/733,836  Confirm. No.: 2190*
*Art Unit: 3625 Examiner: Yogesh C Garg*
*Docket: AUS920030904US1(4026)*

## REMARKS

Claims 39-58 are pending. Claims 43-44, 50-51, and 56-57 stand rejected under 35 USC § 112 and claims 39-58 stand rejected under 35 USC § 103.

In this Amendment, Applicant has amended claim 39 and cancelled claims 46-58 from further consideration in this application. Applicant is not conceding that the subject matter encompassed by claims 39 and 46-58, prior to this Amendment is not patentable over the art cited by the Examiner. Claim 39 was amended and claims 46-58 were cancelled in this Amendment solely to facilitate expeditious prosecution of the allowable subject matter noted by the Examiner. Applicant respectfully reserves the right to pursue claims, including the subject matter encompassed by claims 39 and 46-58, as presented prior to this Amendment and additional claims in one or more continuing applications.

Applicant respectfully traverses the rejections in light of the amendments and the following remarks.

### Applicant requests interview

Applicant respectfully requests an interview if it would expedite disposition of the application. The undersigned attorney would welcome and encourage a telephone conference with Examiner at (512) 391-4913.

### Claim rejections under 35 USC § 112

The Office action rejects claims 43-44 under 35 USC § 112 for failing the comply with the written description requirement. In particular, the Office action states that the subject matter of claim 43 was not described in such a way in the specification in such a way to reasonably convey to one skilled in the art that the inventor had possession of the invention at the time of filing. Applicant argues that the support for claim 43 is clearly communicated in the specification. Claim 43 states that:

> ...gathering product information comprises retrieving the product information from a group of sources comprising the merchant, a bank associated with the purchaser, a manufacturer associated with the product,

*Commissioner for Patents*
*March 3, 2008*
*Page 5 of 8*

*Serial No. 10/733,836  Confirm. No.: 2190*
*Art Unit: 3625 Examiner: Yogesh C Garg*
*Docket: AUS920030904US1(4026)*

a manufacturer having accessories associated with the product, and a retailer having accessories associated with the product.

Original claim 5 states that:

...gathering product information comprises retrieving the product information from at least one source of a group of sources comprising the merchant, a bank associated with the purchaser, a manufacturer associated with the product, a manufacturer having accessories associated with the product, and a retailer having accessories associated with the product.

The brief description of FIG. 1 indicates that the aggregator aggregates product information from different sources. The specification describes the aggregator of being capable of gathering product information from each of the sources listed in claim 43. In fact, paragraph 37 states that "...[f]or instance,... the merchant may request that [transaction aggregator] **provide all product information** related to rebates, warranties, purchase protection, electronic manuals, accessories, and URLs therefor...." Furthermore, original claim 5 describes the aggregator of being capable of gathering information from "at least one source of" the same group of sources described in claim 43. Applicant argues that "at least one" is commonly understood by persons of ordinary skill in the art to be equivalent to "one or more", which necessarily encompasses "all". Thus, Applicant traverses the rejections and respectfully requests that the rejections be withdrawn.

## Claim rejections under 35 USC § 103(a)

The Office action rejected claims 39-58 under 35 USC § 103(a) as being unpatentable over Flynn, U.S. Patent Application No. 20010023402A1 (hereinafter referred to as "Flynn") in view of Thomson et al., U.S. Patent No. 20030061104A1 (hereinafter referred to as "Thomson").

To establish a prima facie case of obviousness, the modification or combination must teach or suggest all of Applicants' claim limitations.[1]

---

[1] *In re Royka*, 490 F.2d 981, 985, 180 USPQ 580, 583 (CCPA 1974).

*Commissioner for Patents*
*March 3, 2008*
*Page 6 of 8*

*Serial No. 10/733,836  Confirm. No.: 2190*
*Art Unit: 3625 Examiner: Yogesh C Garg*
*Docket: AUS920030904USI(4026)*

The combination of Flynn and Thomson fails to establish a prima facie case of obviousness for independent claim 39 because the combination fails to teach or suggest all of Applicants' claim limitations. In particular, the combination fails to teach or suggest gathering, by the transaction aggregator, product information associated with the transaction comprising retrieving the product information from a manufacturer associated with the product in response to receiving the electronic receipt and packaging, by the transaction aggregator, the product information with the electronic receipt to create an aggregated package to transmit to the purchaser.

Flynn describes a system to gather routing information from the consumer during a transaction at a POS terminal such as an email address and to transmit detailed transaction information to the customer via the email address.[2] In paragraph 35, Flynn also describes the possibility of the consumer contacting the manufacturer to register a product with the detailed transaction information:

> …Product purchase information such as date and retailer are included in the detailed transaction data. **Warranty registration could be facilitated through the automatic distribution of this data to the consumer in electronic form. This data could then be forwarded with additional consumer information to the manufacturer of a specific product for the registration of the product for warranty.** This detail data can also be used to reconstruct receipts for returning merchandise to the retailer since the detailed transaction data includes information that would allow the retailer to verify the purchase date and retailer of the original retail transaction.

Thomson describes a warranty administrator that maintains databases about products owned by consumers[3], allows manufacturers to remain involved with the warranty repair process,[4] and facilitates communications between manufactures of the products and the consumers such as sales of extended warranties.[5]

Neither Flynn nor Thomson teach or suggest "…gathering, by the transaction aggregator, product information associated with the transaction comprising retrieving the product information from a manufacturer associated with the product in response to

---

[2] See Flynn pars. 12-14.
[3] Thomson, Abstract.
[4] Thomson, "Summary of the Invention", pg. 2, par. 16.
[5] Thomson, "Summary of the Invention", pg. 2, pars. 17-18.

Commissioner for Patents
March 3, 2008
Page 7 of 8

Serial No. 10/733,836  Confirm. No.: 2190
Art Unit: 3625 Examiner: Yogesh C Garg
Docket: AUS920030904US1(4026)

receiving the electronic receipt... and packaging, by the transaction aggregator, the product information with the electronic receipt to create an aggregated package to transmit to the purchaser." In particular, the combination fails to teach or suggest "gathering, by a transaction aggregator, product information...in response to receiving an electronic receipt....." The Office action indicates that Flynn teaches or suggests "gathering product information associated with the transaction and packaging the product information with the electronic receipt" at paragraphs 34-35. Paragraphs 34-35 of Flynn describe actions of finance management software 320,[6] which is optionally utilized by a consumer after the purchase. According to Flynn, the finance management software 320 tracks more detail about each transaction by accumulating patterns of consumption based upon receipt of additional transaction data by the consumer.[7] Flynn teaches accumulating data from multiple transactions with the consumers' finance management software. Flynn does not teach or suggest gathering product information. Flynn does not teach or suggest gathering, by a transaction aggregator, product information "in response to receiving an electronic receipt." Flynn does not teach or suggest packaging, by the transaction aggregator, the product information with the electronic receipt. And Flynn does not teach or suggest packaging the product information with the electronic receipt to transmit to the purchaser.

The Office action indicates that Thomson teaches gathering product information associated with a product from a manufacturer associated with the product. However, Thomson fails to teach or suggest limitations that Flynn also fails to teach or suggest. Assuming in arguendo that Thomson gathers product information associated with a product from a manufacturer associated with the product, Thomson fails to teach or suggest gathering product information "in response to receiving an electronic receipt." Thomson fails to teach or suggest packaging, by the transaction aggregator, the product information with the electronic receipt. And Thomson fails to teach or suggest packaging the product information with the electronic receipt to transmit to the purchaser.

---

[6] Flynn, pg. 3, par. 33, 1st sent.
[7] Flynn, pg. 3, pars. 33-34.

*Commissioner for Patents*
*March 3, 2008*
*Page 8 of 8*

*Serial No. 10/733,836  Confirm. No.: 2190*
*Art Unit: 3625 Examiner: Yogesh C Garg*
*Docket: AUS920030904US1(4026)*

## CONCLUSION

Applicant respectfully addresses the objections and traverses the claim rejections under 35 USC §§ 112 and 103. Accordingly, Applicant believes that this response constitutes a complete response to each of the issues raised in the Office action. In light of the accompanying remarks, Applicant believes that the pending claims are in condition for allowance. Thus, Applicant requests that the rejections be withdrawn, pending claims be allowed, and application advance toward issuance.

A request for an extension of time as well as an RCE and the corresponding fees accompany this amendment. No other fee is believed due with this paper. However, if any fee is determined to be required, the Office is authorized to charge Deposit Account 090447 for any such required fee.

Respectfully submitted,

March 3, 2008
_____
Date

/Jeffrey S Schubert/
_____

Jeffrey S Schubert, reg. no. 43098, cust. no.: 45557
Schubert Osterrieder & Nickelson PLLC
One Congress Pl, 111 Congress Ave, 4th fl, ste 403
Austin, Texas 78701
512.692.7297 (tel)   512.301.7301 (fax)
jeff.schubert@sonlaw.com, http://www.sonlaw.com
Attorney for Applicant(s)